

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

PartsSource, Inc. is the only company to offer Software Support for 2,500 separate makes, models and modalities of hospital equipment and we are the only company to aggregate these suppliers in an internally developed and patented application "PartsFinder 2.0".

Special Item No. 132-33 Perpetual Software Licenses Special Item No. 132-34 Maintenance of Software as a Service

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software Application Software Electronic Commerce (EC) Software Utility Software Communications Software

Core Financial Management Software

Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

PartSource, Inc.

777 Lena Dr., Aurora, OH 44202 877-497-6412 www.partssource.com

Contract Number: GS-35F-0592Y

Period Covered by Contract: August 27, 2012 – August 28, 2017

General Services Administration Federal Acquisition Service

Pricelist current through Modification # , dated .

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

Table of Contents

| 1. | Pricelist Cover Page | |
|-----|---|---|
| 2. | Table of Contents | |
| 3. | Information For Ordering Activities | |
| 4. | Terms and Conditions Applicable to Information Technology (IT) Professional | |
| | Services and Identity Access ManagementProfessional Services (Special Item | |
| | Number 132-52) | |
| 5. | End User License Agreement (EULA) | |
| 6. | Warranty | |
| 7. | Products and Services Pricelist | 3 |
| 8. | US Commitment to Promote Small Business |) |
| 9. | Blanket Purchase Agreements (BPAs) | 0 |
| 10. | Contractor Team Arrangements | 3 |

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

| | The Geographic Scope of Contract will be domestic and overseas delivery |
|-----|---|
| [] | The Geographic Scope of Contract will be overseas delivery only. |

[X] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

777 Lena Drive, Aurora, OH 44202

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

877-497-6412

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

| 4. | STATISTICAL DATA | FOR GOVERNMENT | ORDERING OFFICE | E COMPLETION OF |
|-------|------------------|----------------|-----------------|-----------------|
| STAND | ARD FORM 279: | | | |

| | Block 16: Data | rder/Modification Under Federal Schedule Contract a Universal Numbering System (DUNS) Number: _099975109 e of Contractor: B |
|--------------|----------------------------|---|
| | A. B. C. G. L. | Small Disadvantaged Business Other Small Business Large Business Other Nonprofit Organization Foreign Contractor |
| | Block 37: Con | man-Owned Small BusinessNO tractor's Taxpayer Identification Number (TIN):34-1945164 eran Owned Small Business (VOSB):NO |
| | A: B: | Service Disabled Veteran Owned Small Business Other Veteran Owned Small Business |
| 4a. 4b. | CAGE Code: 3 | BMGD0 registered with the Central Contractor Registration Database. |
| 5. | FOB DESTIN | ATION |
| 6. | DELIVERY S | CHEDULE |
| a. receip | | IVERY: The Contractor shall deliver to destination within the number of calendar days after as set forth below: |
| SPEC | IAL ITEM NUME | BER DELIVERY TIME (Days ARO) |
| _ | 132-33 | TBD at Task Order Level Days |
| _ | 132-34 | TBD at Task Order Level _ Days |
| Please | e contact vendor fo | or expedited service |
| | | |

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
- c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

- ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).
- iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.
- 7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: _2__% 10 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity- NONE
 - c. Dollar Volume-\$300,000-\$400,000 = 1% total discount

\$400,001-\$500,000= 1.25% total discount

d. Other Special Discounts (i.e. Government Education Discounts, etc.) 132-33 will be discounted 100% if the agency purchases use of our aggregated software service and procures products from us within 30 days of the upload.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

- 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:
- **10. Small Requirements:** The minimum dollar of orders to be issued is \$_100.00____.
- 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 - Maintenance of Software as a Service

b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program Special Item Number 132-62 – HSPD-12 Product and Service Components

d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number: and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

| N/A | | |
|-----|--|--|
| | | |

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

| Yes_ | X | |
|------|---|--|
| No | | |

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.partsource.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

| This order is placed under written authorization from | dated | In the event of any |
|--|-------------------------|---------------------|
| inconsistency between the terms and conditions of this | order and those of your | Federal Supply |
| Schedule contract, the latter will govern. | | |

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

PARTSSOURCE, Inc. ("LICENSOR") SOFTWARE LICENSE AND ACCESS AGREEMENT

Please read this Software License and Access Agreement (this "Agreement") very carefully prior to accepting the terms of this Agreement below. This Agreement governs your ("you" or "licensee") access to, and use of, Licensor's proprietary hosted software application known as ePartsFinderTM (the "Licensed Software"). Prior to your use of the Licensed Software, you must indicate your acceptance of the terms and conditions set forth in this Agreement. If the licensee is a corporation, partnership or other non-individual entity, the person accepting this Agreement on behalf of that entity represents and warrants that they have all necessary authority to bind that entity.

IMPORTANT: THE ePartsFinder™ SOFTWARE IS A PROPRIETARY PRODUCT AND IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS. IT IS LICENSED (NOT SOLD) FOR USE SUBJECT TO THE CONDITION THAT LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT.

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- 3. Restrictions. You may not sublicense the rights granted under this Agreement. You acknowledge and agree that the rights granted under this Agreement are provided on the condition that you do not (and do not allow any third party to) access, display, copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the Licensed Software or any part thereof, or otherwise attempt to discover any source code, including, without limitation, for the purpose of building a similar or competitive product. You agree that you will not resell, rent, lease, lend, frame, use in an application service provider (ASP) or service bureau environment, sublicense or otherwise transfer rights to the Product to any third party. You further agree that you will not remove, obscure, cover, alter, erase, deface or overprint any proprietary notices on the Product.
- Warranty Disclaimer; Limitation of Liability. THE LICENSED SOFTWARE IS PROVIDED "AS-IS" AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE AND ANY ACCESS THERETO, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE ACCESS TO, AND OPERATION OF, THE LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE ACCESS, OPERATION OR USE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST YOU BY ANY THIRD PERSON, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR FOR LICENSE OF THE LICENSED SOFTWARE OR TEN UNITED STATES DOLLARS (\$10.00), WHICHEVER IS GREATER.
- 5. <u>Termination.</u> This Agreement may be terminated in accordance with the terms and conditions of the GSA Schedule contract into which this Agreement is incorporated.
- 6. <u>Effect of Termination</u>. Upon the termination of this Agreement for any reason: (i) your access to, and license to the Licensed Software will immediately and automatically terminate; and (ii) you will return to Licensor any and all copies of Licensed Software, documentation and other deliverables provided to you by Licensor including any copies thereof held by you.
- 7. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the United States or, where, applicable Federal law is silent, the laws of the State of Ohio, without regard to conflicts of law principles. Unless you are an agency or instrumentality of the United States, you consent to the jurisdiction of the courts of the State of Ohio. PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("UN CONVENTION"), LICENSEE AND LICENSOR AGREE THAT THE UN CONVENTION WILL NOT APPLY TO THIS AGREEMENT. This Agreement may not be assigned by you without the prior written consent of Licensor, and any attempted assignment will be null and void. The waiver by Licensor of a breach of any provision hereof shall not be held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If any provision of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of the Agreement or the

- application of such provision in other circumstances will not be affected thereby, and each provision will be valid and enforced to the fullest extent permitted by law. The Paragraph headings in this Agreement are for convenience only and will not affect in any way the meaning of the provisions of this Agreement. The provisions of Paragraphs 2, 4, 6, 7 and 8 will survive any termination of this Agreement.
- 8. <u>U.S. Government Restricted Rights.</u> The Licensed Software is a "commercial" item provided with restricted rights. Use, access, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement and at DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii) (Oct. 1988), FAR 12.212(a) (1995), FAR 52.227-19 (June 1987), or FAR 52.227-14 (ALT III), as applicable. Manufacturer is PartsSource, Inc., 777 Lena Drive, Aurora, OH 44202.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty Policies

Warranties are passed along from the manufacturer or distributor and are clearly conveyed and then reconfirmed via email prior to purchase and immediately following said purchase. Customer may request longer or being willing to accept shorter warranties depending on their particular requirement for the part. The following is taken directly from our website:

WARRANTY – Seller warrants to the Buyer that the Goods shall be free from defects in material and workmanship for the warranty period specified on Seller's Order Acknowledgement for the Goods (which warranty period shall commence from the date of the original shipment of the Goods). All warranty claims must be made by written notice to Seller within the specified warranty period.

This warranty is contingent on the following: that (i) Buyer establishes that the Goods have been properly installed, maintained and operated within the limits of their related and normal usage; (ii) upon Seller's request, Buyer will return to Seller, at Buyer's expense and subject to Seller's direction, any defective Goods or parts thereof; and (iii) Seller promptly receives written notice of any defect and such defect is verified on return of the Goods to Seller at Buyer's expense or inspection by an authorized representative of Seller at Seller's option. If Buyer, after delivery, shall modify, alter, substitute or change any of the Goods acquired from Seller, then Seller's warranty with respect thereto shall be null and void and of no force and effect whatsoever. This warranty does not extend to: (i) defects due to misuse, abuse, neglect, (ii) Goods not used in accordance with normal operating and maintenance instructions, (iii) damage caused by corrosion or erosion, (iv) damage to Goods subject to wear and tear, (v) damage caused by Buyer's failure to provide a suitable installation environment for the Goods, (vi) damage caused by use of the Goods for purposes other than those for which they were designed, (vii) damage caused by disasters such as fire and other casualties, (viii) damage during shipment, and (ix)parts or components not manufactured by Seller (but any manufacturer's warranties will be passed through Seller to Buyer if allowable). Parts or components replaced under the terms of this warranty are covered for the remainder of the original warranty term unless otherwise specified in writing by Seller.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

| The Contractor, | without additional charge to the ordering activity, shall provide a hot line technical support number |
|-------------------|---|
| _877-497-6412_ | for the purpose of providing user assistance and guidance in the implementation of |
| the software. The | ne technical support number is available from8:00am ES to5:00pm EST |

| 5. | SOFTWARE MAINTENANCE |
|----|--|
| a. | Software maintenance as it is defined: (select software maintenance type): |
| | 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33) |
| | Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics. |
| | Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. |
| | Software Maintenance as a product is billed at the time of purchase. |
| 2 | X 2. Software Maintenance as a Service (SIN 132-34) |

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new

appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _______% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of ______* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software

placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

EPF-WOP

<u>ePartsFinder Aggregation Software Service</u> Stand Alone Software

Includes the integration of software only- does not include the option of parts procurement through PartsSource. The client is responsible to procure parts.

EPF-WP

ePartsFinder Aggregation Software Service With product procurement

N/C

ePartsFinder will be provided free of charge to all customer facilities willing to utilize the service to procure their needed replacement parts from PartsSource within 30 days of the integration of ePartsFinder software.

EPF-PP

<u>ePartsFinder Aggregation Software</u>

Product Procurement

We have over 200,000 separate part numbers in our patented SmartPrice feature inside of ePartsFinder which gives the customer instant pricing, part condition, warranty terms and availability. Prices vary depended on the item needed.

PartsSource GSA Price List

| SIN | Item Number | Product | UOI | GSA PRICE |
|--------|-------------|--|-----|--------------|
| 132.33 | EPF -WOP | ePartsFinder Aggregation Software Service without extended service | EA | \$ 856.45 |
| 132.33 | EPF -WP | ePartsFinderAggregation Software Service with exteneded service | EA | No Cost |
| 132-34 | EPF-PP | Sotware Service extended/Parts Procurment | EA | \$148,875.00 |

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Doug Brown / VP Business Development P: 866-544-6212 F:330-562-9901 dbrown@partssource.com**

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

| (Insert Customer I tume) | | | |
|-----------------------------|-------------------------|------------------------------|--|
| - | the administrative cost | s of acquiring commercial in | nd (<u>Contractor</u>) enter into a cooperative tems from the General Services |
| development of technical de | ocuments, solicitations | | t costs such as: search for sources; the Teaming Arrangements are permitted tion Regulation (FAR) 9.6. |
| | he schedule contract. T | | ninating the need for repetitive, purchasing mechanism for the ordering |
| Signatures | | | |
| Ordering Activity | Date | Contractor | Date |

| BPA NUMBER |
|------------|
|------------|

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

| | tor agre | | | Blanket Purchase Agree Agreement (BPA) EXCLUSIVELY V | | |
|------------------|----------|--|--------------|--|------------------|--|
| (1) | | ollowing contract items can be ordered conditions of the contract, except | | is BPA. All orders placed against this E | BPA are subject | |
| to the te | | EL NUMBER/PART NUMBER | as noted be. | *SPECIAL BPA DISCOUNT/PRICE | | |
| | | | | | | |
| (2) | Delive | ery: | | | | |
| | DEST | TINATION | | DELIVERY SCHEDULES / DATES | | |
| | | | | | | |
| (3) will be | | rdering activity estimates, but does | not guarante | ee, that the volume of purchases through | n this agreement | |
| (4) | This I | BPA does not obligate any funds. | | | | |
| (5) | This I | BPA expires on | or at the e | and of the contract period, whichever is | earlier. | |
| (6) | The fo | The following office(s) is hereby authorized to place orders under this BPA: | | | | |
| | OFFI | CE | | POINT OF CONTACT | | |
| | | | | | | |
| (7) | Order | s will be placed against this BPA vi | a Electronic | Data Interchange (EDI), FAX, or pape | r. | |
| (8) slips tha | | s otherwise agreed to, all deliveries contain the following information a | | BPA must be accompanied by delivery tm: | cickets or sales | |
| | (a) | Name of Contractor; | | | | |
| | (b) | Contract Number; | | | | |
| | (c) | BPA Number; | | | | |
| | (d) | Model Number or National Stock | k Number (| NSN); | | |
| | (e) | Purchase Order Number; | | | | |
| | (f) | Date of Purchase: | | | | |

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.